



Public Comment SIGN IN SHEET

March 3, 2015 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



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Providing Quality Services To Local Governments Since 1965.

Appalachian Council of Governments Services to Oconee County, 2014

Return on Investment

Oconee County's annual investment in the Appalachian COG is \$ 27,951. The return on that investment to Oconee County in 2014 was \$ 1,240,566, representing a return on investment ratio of \$ 44 to \$ 1.

Components of Funding through ACOG to Oconee County

\$ 587,176	Services to Seniors ¹
571,890	Workforce Training ²
81,500	Transit ³
<hr/>	
\$ 1,240,566	Total

Notes

1. Funds provide meals (30,242 served), shelter, medical services, home health care, and transportation. This reduces the demand on County resources for addressing the needs of a growing and increasingly significant segment of the population.
2. Funds provide training for workers needing skills to adapt to changing technological needs, training for displaced workers, resources for incumbent worker and apprenticeship training, as well as training for
3. Funds utilized for the purchase of a van for the Oconee County Disabilities and Special Needs Board.

Additional Services to Oconee County in 2014

- Grants administration. Continued the administration of the following grants;
 - Oconee County – Golden Corners Pump Station project (\$ 500,000 ARC)
 - City of Seneca – Utica Mill Village Phase IV Sewer Improvement Project (\$ 500,000 CDBG)
 - Town of Westminster – Northern Loop Water Line (\$ 500,000 ARC)
 - Town of West Union – Old School Site Re-development Project (\$ 110,000 CDBG)
 - \$ 387,747 – Walhalla Chicopee Mill Water Project, Phase 2 (CDBG)
 - \$ 500,000 - Walhalla - Downtown Improvements/Streetscape Project (ARC)

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- **Entrepreneur Friendly Community Initiative – Worked with several groups in the county to develop this program.**
- **InfoMentum. This is a geographic and statistical data management system that is utilized by the Oconee Economic Development Department and the Upstate Alliance to provide information required by industrial and business prospects who are considering investment decisions in the County.**
- **Upstate Alliance Property Navigator. This web-based tool increases the on-line visibility of Oconee County, providing innovative interactive analysis tools and delivering more current, complete, and easily-retrieved information. Companies and site location consultants considering the area will have greater access to more in-depth information, giving Oconee County a competitive advantage for economic development.**
- **Senior services benefits counseling. Provide information on resources available to seniors.**
- **Plan-A-Biz. This is an on-line decision support system for small businesses that provides critical marketing information.**
- **Regional Comprehensive Economic Development Strategy update. This ensures that projects in Oconee County remain eligible to receive federal Economic Development Administration and Appalachian Regional Commission grant funds.**
- **Board and commission training. ACOG provides a state mandated planning education program for board members and compliance staff for municipalities throughout the County.**
- **Staff training. ACOG provides supervisory and customer service training to employees from the County, municipalities across the County, and special purpose districts.**
- **Local government support. ACOG provides general governmental and planning assistance to Oconee County, as well as the municipalities of Salem, Seneca, Walhalla, Westminster, and West Union.**
- **Responded to 88 requests for information about Oconee County. These requests come from all over the world. Many are from firms considering investments in the County.**

Coming Up In 2015

- Update of Rural System Transportation Improvement Program. Since 1998, this program has provided \$ 29.6 million for road improvement projects in Oconee County.
- Continuation of grant programs. Over the past five years, ACOG has helped local governments in the County secure \$ 2,176,500 in federal grant funds.
- Expansion of the small business lending program to provide additional resources for existing and new businesses.
- Enhancement of the InfoMentum support tool for economic development.
- Expansion of Aging Services in the County.
- On-going services to local governments.
- On-going state mandated planning education.

ACOG Return on Investment to Oconee County, 2010 – 2014

Year	Amount	ROI
2010	\$ 2,843,132	\$ 101 to \$ 1
2011	3,252,688	\$ 116 to \$ 1
2012	4,197,367	\$ 150 to \$ 1
2013	4,345,142	\$ 115 to \$ 1
<u>2014</u>	<u>1,240,566</u>	<u>\$ 44 to \$ 1</u>
Total	\$ 15,878,895	\$ 114 to \$ 1



An investment in
ACOG is an
investment in
your county, city
or town.

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points of
interest:**

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Appalachian Council of Governments

Annual Report January-December 2014



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Serving six counties and forty-two municipalities since 1965

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Publication Information

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A special thanks to ACOG staff and service providers who contributed!

Letter from Chairperson Jane Hall



ACOG Board Chair
Jane Hall

"Our purpose is to enhance the lives of people living in the six-county region."



We are pleased to provide this Annual Report for the Appalachian Council of Governments, covering activities and accomplishments in 2014.

When people ask "what is the Appalachian Council of Governments?", it is sometimes challenging to come up with a concise response. To put it in one sentence, our purpose is to enhance the lives of people living in the six-county South Carolina Appalachian Region. While our programs are broad and widely varied, they all come back to serving the people of the Upstate.

Since our establishment in 1965, we have maintained a commitment to providing quality services to local government. In this current time, as local entities see increasing responsibilities and challenges in the face of shrinking dollars, this mission is more critical than ever. Whether it is general administration, assistance with grants, planning, or data services, we want to be a key resource for getting the job done.

Our involvement with human services has grown tremendously in recent years. Programs for the elderly, such as home-delivered meals, congregate dining, transportation, and counseling, benefit seniors across our region every day. Likewise, work skills development is another area with increased activities in recent years, as we strive to ensure that people in our region are able to keep up with the ever-changing skill sets that are required by business and industry.

Economic development is another focus area for us. Through our *InfoMentum* economic development support system, Entrepreneurial Friendly Community initiative, assistance with grant funding for infrastructure, workforce development programs, and transportation planning, our purpose is to provide the resources that are needed for the region to compete in a global economy.

Thank you for your support of the Appalachian Council of Governments. I hope that you will find this Annual Report to be informative.

Respectfully,

Jane Hall, Chair
Board of Directors

About ACOG

In the years since 1971, the Council has evolved into a multifaceted service organization for area local governments.

The Appalachian Council of Governments is a voluntary organization of local governments in Anderson, Cherokee, Greenville, Oconee, Pickens and Spartanburg Counties of Upstate South Carolina.

The organization began in 1965 as the Appalachian Advisory Commission, a 12-member board created to advise the Governor on the use of Appalachian Regional Commission funds.

Authorized by referendum, the Council of Governments system emerged in 1971. ACOG has become a valuable resource for area local governments in the areas of public administration, planning, information systems and technology, grants, workforce development and services to the elderly population. Encouraged and facilitated through the Council of Governments, this marriage of intergovernmental and private sector cooperation continues as a critical element in the region's economy and quality of life.

In 2014, approximately 75 percent of ACOG revenue came from federal funding. We encourage all the entities in our region to utilize this funding. Because of these federal dollars, we provide many services at no charge.

Policy, Management & Operations

A 44-member Board of Directors sets policy for the Council of Governments. Two-thirds of the members are local elected officials, including state legislators, county council members, and mayors or city council members. County councils appoint the remaining citizen and minority members.

The Executive Director is responsible for the overall management of the Council of Governments. The director runs the day-to-day operations, and delegates specific responsibilities to department directors and staff.



Members of the ACOG Board of Directors and director, Steve Pelissier, listen during a board meeting.



Regionally, the Information, Referral and Assistance Specialist provided information and assistance to over 9,000 seniors and caregivers.

ACOG's Area Agency on Aging

The S. C. Appalachian Council of Governments' Area Agency on Aging is designated by the Lt. Governor's Office on Aging as the coordinating and planning body for services for older persons in Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties. The principal goal of the Area Agency is to develop and promote a comprehensive, coordinated community-based service delivery system with simple access that will improve the quality of life for all older adults in the region and enable them to lead independent lives with dignity in their own homes for as long as possible. Aging programs are funded by federal (56%) and state (44%) dollars. Programs include:

- Regional Long Term Care Ombudsman Program: complaint resolution for residents of long-term care facilities
- Family Caregiver Support Program
- I-CARE Benefits Counseling
- Senior Farmer's Market Program
- Information / Referral and Assistance

A Glimpse Back at 2014

Ombudsman Program

The Ombudsman Program received 1,342 cases on behalf of long term care residents, resulting in 595 investigations of abuse, neglect, exploitation and other issues.

Family Caregiver Support Program

Provided:

340 caregivers with in-home respite, supplies, information, referral and assistance.

52 grandparents raising grandchildren or related kin with in-home respite, educational tutoring, clothes, shoes, & school supplies.

Medicare Guidance

- Certified Insurance Counselors provided on-site awareness, education and enrollment assistance to 7,000 Medicare beneficiaries and conducted outreach throughout the region.
- More than 695 applications were completed for the Medicare Savings Program, and over 500 applications were completed for extra help with the Medicare Drug Program.



Appalachian Development Corporation

The ADC is a non-profit economic development lending corporation offering multiple financing options that can be structured to meet client needs through "gap-financing" loans. The ADC works in conjunction with local lending institutions to provide a structure that works by including long-term, fixed-rate, funding sources that lower the overall debt service requirements and allows for the maximum leverage of the applicant's resources. The funding comes primarily from public funds, thus the ADC's thrust is to create jobs for our area.

Among the ADC programs is the Appalachian Loan Fund (ALF). The ALF is a locally controlled source of low-cost, long-term, fixed-rate financing for businesses whose projects will result in the creation of permanent full time jobs and leverage private sector investment.

The ALF is a loan pool capitalized by grants from the Appalachian Regional Commission, the State of South Carolina, and from borrowings from the USDA.

More than \$2.1 million in ARC and IRF loans were closed in 2014.



thereby leveraging more than \$46 million in additional private capital.



Finance Department

The Finance Department is responsible for the financial functions and activities of the Council and for the administration of the Council's fiscal policy.

- Budget preparation & administration
- Cost allocation
- Accounts payable
- Payroll and Fringe Benefits
- Grants administration
- Monitoring service Providers
- Contract administration
- Tax reports
- General accounting records
- Fixed assets records
- Custody of funds
- Distribution of pass-through funds
- Debt administration
- Investments
- Risk Management
- Internal & External Financial reports

The mission of the Government Services Department is very simple: to help the governmental entities in this region in any way possible.

Government Services

The Government Services Department works very closely with the towns, cities and counties in the six-county region of the Upstate, providing a variety of technical and professional support. The division serves as a one-stop resource for problem resolution and information by providing hands-on expertise, cost-effective consulting services and general information.

The vast majority of funding for the Government Services Department comes from federal monies. An Appalachian Regional Commission (ARC) grant provides staff with the necessary resources to give free services to our local governments. Please contact a staff member for additional information.

Examples of 2014 Services

- Provided various types of technical assistance to local governments in the six-county region; Technical support is available in the areas of paralegal research, finance and taxation, utility rate studies, information technology, community planning, sanitation, personnel, municipal court, organizational behavior, and other local government issues.
- Facilitated a live quarterly broadcast from the South Carolina Municipal Association to Upstate municipal officials on "Budgeting and Financial Issues for Elected Officials"; The broadcast is hosted at ACOG facilities.
- Continued to arrange and facilitate seven-week basic management/supervisory training programs for lower-level and first-time supervisors
- Facilitated retreats and/or goal-setting and budget workshops for Williamston, Pendleton, Gaffney, Easley, Woodruff, Landrum, and Inman.
- Provided training in areas such as customer service and sexual harassment
- Served as a "roving administrator" for two Spartanburg County municipalities



Government Services facilitated a live quarterly broadcast from the South Carolina Municipal Association on budgeting and financial issues for elected officials.

Grant Services

The primary function of the Grant Services Department is to assist local governments in identifying, securing, and administering funds for a wide range of community and economic development activities, including water and sewer facilities; road improvements; housing rehabilitation; community centers and senior centers; downtown revitalization; and streetscaping.

Services include application preparation and packaging, and all aspects of grants administration.

The Grant Services Department is funded by federal and local dollars. Most of the department's revenue is associated with grants administration fees.



ACOG Grant Services routinely assists communities with grants related to infrastructure repair and improvement.

Grant applications submitted by ACOG in 2014 garnered more than \$5.5 million from EDA, CDBG, ARC, & State grant programs.

Grant Services can assist with application preparation and grants administration for the following programs:



Appalachian Regional Commission

- Infrastructure improvement grants for economic development and tourism
- Grants for education and workforce training
- Grants for healthcare improvement



Community Development Block Grant (CDBG)

- Infrastructure improvement grants for economic development
- Residential water and sewer upgrades
- Community facilities improvements / construction



Economic Development Administration

- Infrastructure Improvement grants for economic development



USDA - Rural Development

- Infrastructure improvement grants for economic development
- Community facilities improvements
- Residential water and sewer upgrades

State Grant Programs including:

- Parks, Recreation, and Tourism (PRT) grants
- Archives and History - planning and preservation grants
- Coordinating Council for Economic Development - access road construction
- Permanent Improvement Program through the LI Governor's Office on Aging
- Rural Infrastructure Authority (RIA)



Workforce Investment Board

The WorkLink Workforce Investment Board develops the link between employers and employees in Anderson, Oconee and Pickens Counties. The volunteer board of directors ensures that the local workforce development system is market-driven and responsible in meeting the employment and training needs of businesses and job seekers. The board implements the Workforce Investment Act of 1998 in partnership with local service providers and through a comprehensive workforce development system that provides access points for employment and training services.

WorkLink funds programs for adults, dislocated workers, and youth, and supports employers through on-the-job and incumbent-worker training programs. In 2014, WorkLink also partnered with other area agencies and companies to offer events such as job fairs and the Business and Industry Showcase to connect companies and employees, and to ensure that job seekers have the skills they need to find employment.



A multitude of job seekers attended the 2014 Job Fair and Training Expo hosted by Tri-County Tech and SC Works.

Quick Facts 2014

149,230 customers accessed job search services

12,067 customer visits to SCWorks Centers in Anderson, Clemson, Easley, Honea Path, and Seneca

1,995 job seekers were served through **32** hiring events; **757** job seekers found employment

312 workshops and other group activities were held

Several thousand eighth- and ninth-graders attended the Business and Industry showcase through transportation funding provided by the WorkLink Youth Council

Our goal is to have a fully employed, skilled workforce, and to that end, we help job seekers find the tools to build their careers, and we work with businesses to hire quality employees.

Planning & Economic Development

The ACOG Planning and Information Services Department's have historically played important roles in regional economic development. While fulfilling separate but related tasks, each division has worked to create a regional environment that is conducive to economic growth and community development. While the role of the Planning Division has always been broad, - ranging from transportation and land use planning to regional sewer coordination - Planning has also supported regional economic development efforts through the region's annual *Comprehensive Economic Development Strategy* (CEDS), which identifies regional priorities for economic development, thus paving the way for federal and state grant projects. Information Services has played an equally important role in supporting economic development through its delivery of the national award-winning *InfoMentum* suite of GIS-based economic development services. Personnel from each division have worked hand-in-hand for many years with local, state, and federal economic developers on efforts to attract projects to the SC Appalachian Region.

In late 2013, these two closely aligned divisions were merged in order to create new efficiencies. With the merger now in place, the Department of Planning and Economic Development will continue to work to improve the quality of life and economic conditions of the region.

2014 REGIONAL PLANNING INITIATIVES

Overview

State required planning education was provided to 186 staff, planning commission, and board of appeals members in communities throughout the region. We hosted 42 students in orientation classes and 144 students in continuing education classes during the course of the year at COG offices and in communities in the region.

Local transit providers were assisted with developing applications for funding the purchase of service and equipment for transit needs in the Region. Ten agencies submitted twelve applications requesting total funding of \$593,050. Each application received at least partial funding totaling just over \$360,000.

Staff coordinated the Federal Clean Water Act Section 208 Water Quality Management Plan activities and reviewed 162 Section 208 compliance applications in 2014.

Staff also served on a taskforce that is exploring potential improvements along the US 29 corridor between Greenville, Greer, and Spartanburg. This taskforce identified the development of park-and-ride lots to promote car pooling and improving coordination of signals along the corridor as projects to be funded and implemented with current funding. The taskforce has also worked to identify potential opportunities for transit expansion along the corridor.

Planning & Economic Development

Regional CEDS 2014 Progress Report

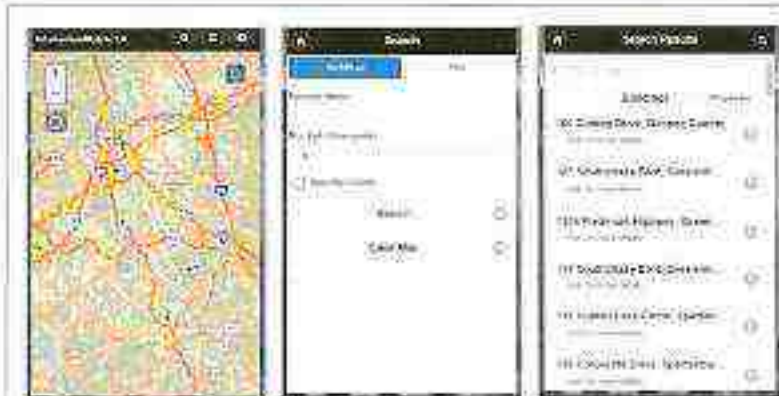
The progress report of the CEDS was prepared, helping to identify the region's economic development priorities and assists communities to be both eligible and competitive for federal grant funding. The CEDS added an additional focus to the original seven "areas of emphasis", which include (1) Clusters, Target Industries and Innovation Capacities; (2) Infrastructure; (3) Available Sites and Buildings; (4) Workforce Development; (5) Entrepreneurship; (6) Access to Capital; and (7) Local Asset-Based Economic Development. The newest area of emphasis is Global Competitiveness, which focuses on developing regional strategies to boost global trade and investment and forge more partnerships with other regions and international areas.

The Regional Entrepreneur Friendly Toolkit

Through grant funding from the Appalachian Regional Commission staff developed an "Entrepreneur Friendly Toolkit". As part of the development of the Toolkit, staff completed two pilot projects in Oconee County and the City of Pickens that took the communities through eight interactive planning steps to help them organize around the goal of becoming more supportive of entrepreneurs. The pilot projects helped each community develop a specialized "Entrepreneur Friendly Action Plan" that contains specific localized goals. The project will be completed in 2015 with completion of a third pilot project for the City of Simpsonville and the development of an online planning tool for local communities to attract and develop local entrepreneurs and encourage additional small business development in the region.

Completed Upgrades to InfoMentum Online Tools

Through \$50,000 grant funding from both the U.S. Economic Development Administration and the Duke Energy Foundation, the ACOG completed two essential and exciting upgrades to the *InfoMentum* program: (1) the development of a mobile app, and (2) the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool. Over the last 17 years, the *InfoMentum* suite of GIS-based economic development services has won several state and national awards for its ability to help economic developers win projects for the region. The upgrades completed in 2014 ensure that *InfoMentum* will provide essential mobile technology capability, while also ensuring that this region maintains the most cutting edge site selection tool in South Carolina.



A major component of InfoMentum is now accessible via mobile devices

ANDERSON COUNTY

A Glimpse at 2014



- Approved \$163,000 in loans to support local, small, entrepreneurial, and expanding Anderson County businesses, thereby leveraging another \$244,500 in private capital investment and the retention of eight existing jobs.
- Contracted for 51,158,977 in services for older adults in Anderson County, thereby providing home-delivered meals, congregate meals, transportation, adult day care, health promotion, home care and legal assistance; the contractor provided 150,047 units of services to 1,000 older adults, also assisted 56 clients throughout Anderson, Pickens and Greenville Counties with minor home repairs totaling \$32,431.
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Anderson County.
- Conducted seven-week basic management / supervisory training programs for lower-level and first-time supervisors with local governments and special purpose districts.
- Worked on the administrative activities for several grant-funded projects in Anderson County, including the QuickJobs Development Center Project and the Homeland Park Water Project, which has now been closed, also worked with the county to submit an application to ARC for \$60,000 for the Gossett Mill Site Cleanup Project, which was approved.
- Worked with staff at the Anderson Office of Economic Development on a routine basis to provide customized research and mapping services in response to RFI's from industry prospects.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Anderson County Economic Development Division to assist with industry retention and recruitment and the SC Small Business Development Center to assist small business owners; upgrades/updates included: the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool; development of a mobile app; and development of a custom-branded, public-facing property search website for marketing Anderson County's available industrial properties.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Anderson County; maintained selected socio-economic data tables for the UA website, highlighting Anderson County and the region.
- Administered the Anderson HOME Consortium including development of the Annual Action Plan, CAPER, and day to day administrative oversight as well as coordination of housing rehabilitation projects in support of the partnership between the City of Anderson, Anderson County, and City of Belton. The Consortium completed rehabilitation of eighteen homes during 2014 with a total investment of \$422,758.
- Assisted Anderson County in establishing a partnership with SCDOT and Electric City Transit on the development of a new transit partnership for service between the county and Tri-County Technical College in Pendleton. These efforts helped the county secure funding through SCDOT to establish the new route that is being provided by Electric City Transit to ensure the continued availability of transit services to residents of Anderson County.
- Worked with county and SCDOT officials to secure funding for improvements to the Cherokee Road Bridge over US 29 near Williamston, which has been a hazard for trucks due to the low height of some sections of the bridge.
- WorkLink collaborated with multiple entities in Anderson, Oconee and Pickens Counties to offer the Business and Industry Showcase and multiple job fairs to connect companies and employees and ensure that job seekers have the skills they need to find employment.

**In 2014,
for every
dollar
invested
by
Anderson
County,
ACOG
programs
returned
\$66.**

ANDERSON COUNTY MUNICIPALITIES

2014 Highlights

All Municipalities

- Facilitated a five quarterly broadcast from the South Carolina Municipal Association to Upstate municipal officials on "Budgeting and Financial Issues for Elected Officials". The broadcast is hosted at ACOG facilities.
- Provided various technical assistance to Anderson County municipalities and special purpose districts in the areas of training, finance, management and personnel

Anderson

- Conducted a staffing level analysis for the municipal court system

Belton

- Reviewed the city's employee handbook and provided technical assistance related to zoning administration and planning issues

Honea Path

- provided technical assistance related to zoning administration and planning issues

Iva

- Administered grant activities for the Iva Sewer Upgrade Project, which is funded by CDBG; worked on the development of a CDBG application for the construction of a new water tank, which was approved in the amount of \$750,000

Pendleton

- Assisted with the development of a CDBG application for the Mechanics Street Streetscape Project, which was approved in the amount of \$500,000; also facilitated a goal-setting retreat for the town

West Pelzer

- Worked on the administrative activities for the West Pelzer Water Upgrade Project, which is funded with CDBG funds. The project has now been completed.

Williamston

- Facilitated a retreat and goal setting budget workshop; began a staffing level analysis for the Administrative Services, Public Works, and Streets and Sanitation Departments; also prepared a Request for Proposal (RFP) for garbage collection
- Worked on the administrative activities for the CDBG-funded Williamston Sewer Upgrade Project, which has been completed and closed out; assisted with the development and submission of an ARC application for the renovation of the former depot for use as a farmers' market and community center, which was awarded in the amount of \$66,130; assisted with the development of a CDBG application in the amount of \$445,487 for the Pine Crest Sewer Upgrade Project, which was also approved.
- Provided technical assistance related to zoning administration and planning issues

Services to Seniors	\$ 1,158,977
Federal Direct Grants	\$ 1,821,617
Workforce Development	\$ 1,348,627
Small Business and Entrepreneurial Loan Program	\$ 163,000
Private Capital Resulting from Loans	\$ 244,500
Transit Services	\$ 220,395
Total Funding into Anderson County 2014	\$ 4,957,116
County's Annual Contribution to ACOG	\$ 74,948

CHEROKEE COUNTY

A Glimpse at 2014

- Contracted for \$578,982 in services for older adults in Cherokee County, thereby providing home-delivered meals, congregate meals, respite, transportation, health promotion, home care, and legal assistance; the contractor provided 76,213 units of service to 492 older adults.
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Cherokee County.
- Conducted a seven-week basic management / supervisory training program for lower-level and first-time supervisors with local governments and special purpose districts; also provided technical assistance to the County on a number of personnel issues.
- Continued the administration of grant-funded projects, including the Bear Creek Water Project (now completed and closed out), as well as the River Drive Water Project (now completed).
- Worked with staff at the Cherokee County Development Board on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFI's from industry prospects.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Cherokee County Development Board to assist in industry retention and recruitment; upgrades/updates included: the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool; development of a mobile app; and development of a custom-branded, public-facing property search website for marketing Cherokee County's available industrial properties.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Cherokee County; maintained the socio-economic data tables for the UA website, highlighting Cherokee County and the region.
- Maintained and updated the Cherokee Public Access GIS Website; parcel and ownership data updates were processed and made available online when data was received from Cherokee County.
- Provided staffing to the Cherokee County Planning Commission and Compliance Board of Appeals to support the administration of the County's Unified Development Standards Ordinance. Assisted in development of application streamlining with the County's Building Department.



CHEROKEE COUNTY MUNICIPALITIES

**In 2014,
for every
dollar
invested
by
Cherokee
County,
ACOG
programs
returned
\$54.**

2014 Highlights

All Municipalities

- Facilitated and hosted a live quarterly broadcast from the South Carolina Municipal Association on "Budgeting and Financial Issues For Elected Officials"

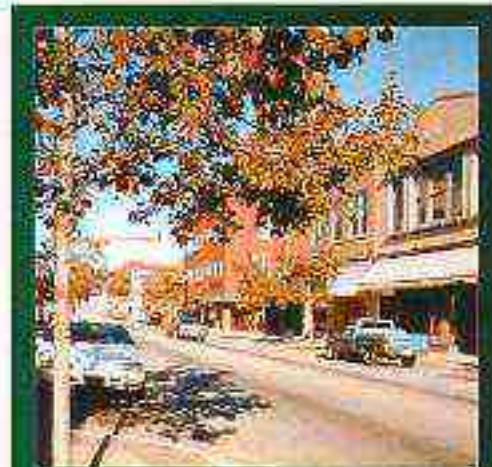
Blacksburg

- Continued administration of grant-funded projects, including the Oak Grove/ Highway 5 Water Project and the Youngs Grove Water Line Project, both of which have now been completed
- Assisted the town with the submission of a revised application to ARC for upgrading the Bruggs Street pump station to accommodate new growth and development; the project received a grant award increase of \$117,600, thereby increasing the total grant award to \$338,400
- Assisted the town in the submission of an application for Rural Infrastructure Authority funds to upgrade a sewer trunk line and make improvements to the wastewater treatment plant; this project has been funded

- Assisted the town in the development and submission of an ARC application in the amount of \$368,000 to extend sewer lines along Highway 5 to accommodate anticipated economic development projects
- Continued to provide technical assistance related to community development, planning, and zoning issues

Gaffney

- Provided technical assistance to the city on a number of personnel issues; also facilitated a goal-setting retreat
- Continued the administration of the grant-funded Village Renaissance Phase 2 Project, in which all of the neighborhood improvements have been completed
- Continued to provide technical assistance related to community development, planning, and zoning issues



ACOG provides technical assistance to Gaffney and other municipalities on matters related to community development, planning and zoning

Services to Seniors	\$ 578,982
Federal Direct Grants	\$ 688,400
Transit Services	\$37,293
Total Funding into Cherokee County 2014	\$ 1,304,675
County's Annual Contribution to ACOG	\$ 24,000

GREENVILLE COUNTY

A Glimpse at 2014



- Approved \$2,437,082 in loans to support local, small, entrepreneurial, and expanding businesses, thereby leveraging another \$3,555,623 in capital investment and the retention of 68 Greenville County jobs
- Contracted for \$1,133,337 in services for older adults in Greenville County, thereby providing home-delivered meals, congregate meals, home care, and health promotion; the contractor provided 121,179 units of service to 1,173 older adults; ACOG also worked with transportation providers to assist 255 clients with transportation, at a cost of \$120,713; also assisted 56 clients throughout Anderson, Pickens and Greenville Counties with minor home repairs totaling \$32,431
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Greenville County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments and special purpose districts; provided board training and sexual harassment training for the Glassy Mountain Fire District; prepared a bid proposal for the Greenville County Library; prepared an employee handbook for Lake Cunningham Fire District and developed board policies for the South Greenville and Boiling Springs Fire Departments
- Worked with staff at the Greenville Area Development Corporation on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects; also coordinated the collection of consumer data for the quarterly ACCRA Cost of Living Index, in cooperation with the Greenville Area Development Corporation and the Greenville Chamber of Commerce
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Greenville Area Development Corporation to assist in industry retention and recruitment and the SC Small Business Development Center to assist small business owners; upgrades/updates included: the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool; development of a mobile app; and development of a custom-branded, public-facing property search website for marketing Greenville County's available industrial properties
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Greenville County; maintained the socio-economic data tables for the UA website, highlighting Greenville County and the region
- Maintained a web mapping tool for Blue Ridge Rural Water to show service area, system components, and infrastructure; this site is used in-house for strategic planning and inventory
- Served on a taskforce that is exploring potential improvements along the US 29 corridor between Greenville, Greer, and Spartanburg; the taskforce identified development of park-and-ride lots to promote car pooling and improving coordination of signals along the corridor as projects to be funded and implemented with current funding; the taskforce has also worked to identify potential opportunities for transit expansion along the corridor
- As part of the Appalachian Rural Component of the SCDOT State Transportation Improvement Program construction began on the US 25 @ SC 11 interchange improvements in Greenville County during the last year. The project was identified by the Appalachian Council of Governments and will add an additional access ramp to the interchange and improve the current intersection along SC 11. Completion is expected in spring of 2015 with a total project cost of \$6 million.

GREENVILLE COUNTY MUNICIPALITIES

2014 Highlights

All Municipalities

- Facilitated and hosted a live quarterly broadcast from the South Carolina Municipal Association on "Budgeting and Financial Issues for Elected Officials"



Greer

- Served on a taskforce that is exploring potential improvements along the US 29 corridor between Greenville, Greer, and Spartanburg; the taskforce identified development of park-and-ride lots to promote car pooling and improving coordination of signals along the corridor as projects to be funded and implemented with current funding; the taskforce has also worked to identify potential opportunities for transit expansion along the corridor

Mauldin

- Provided training in the area of customer service

Simpsonville

- Began the process of developing an "Entrepreneur Friendly Toolkit" for prospective businesses; Staff worked with the City and a wide range of other stakeholders to identify several measures the City could take to make themselves more business friendly.

Taylors

- Worked with Taylors Town Square organization as they established themselves as an independent group promoting Taylors; provided the organization information on potential grant opportunities, organizational strategies, and technical assistance on building code issues

*For every
dollar
invested by
Greenville
County,
ACOG
programs
generated
\$66.*

ACOG Aging Services Program	\$1,133,337
Small Business & Entrepreneurial Loan Program	\$2,437,082
Private Capital Resulting from Loans	\$3,655,623
Rural Transportation Enhancement Program	\$ 2,831,250
Total Funding into Greenville County 2014	\$ 10,057,292
County's Annual Contribution to ACOG	\$151,759

OCONEE COUNTY

A Glimpse at 2014



- Contracted for \$587,176 in services for older adults in Oconee County, thereby providing home-delivered meals; congregate meals; adult day care; health promotion; legal assistance and home care; the contractor provided 70,795 units of service to 300 older adults.
- Maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Oconee County.
- Conducted seven week basic management/supervisory training programs for lower-level and first-time supervisors with local governments and special purpose districts.
- Worked with the county on the Golden Corner Commerce Park Pump Station Project, which received ARC funding in the amount of \$500,000; in addition, a grant application was submitted to EPA requesting \$485,000.
- Assisted Oconee County, in cooperation with the City of Walhalla and the School District of Oconee County, in the administration of the ARC-funded Highway 11 Sewer Line Project; also assisted in the submission of an ARC application in the amount of \$500,000 to construct a new water treatment plant to serve existing customers and anticipated growth in parts of Oconee County and a portion of Anderson County.
- Worked with staff at the Oconee County Economic Development Commission (OCEDC) on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects.
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Oconee County Economic Development Commission to assist in industry retention and recruitment and the SC Small Business Development Center to assist small business owners; upgrades/updates included: the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool; development of a mobile app; and development of a custom-branded, public facing property search website for marketing Oconee County's available industrial properties.
- Provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Oconee County; maintained the socio-economic data tables for the UA website, highlighting Oconee County and the region.
- Assisted Oconee County with the development on an "Entrepreneur Friendly Toolkit" for prospective businesses; Staff worked with a wide range of stakeholders to identify several measures the County could take to make themselves more business friendly.
- WorkLink collaborated with multiple entities in Anderson, Oconee and Pickens Counties to offer the Business and Industry Showcase and multiple job fairs to connect companies and employees and ensure that job seekers have the skills they need to find employment.

OCONEE COUNTY MUNICIPALITIES

2014 Highlights



All Municipalities

- Facilitated and hosted a live quarterly broadcast from the South Carolina Municipal Association on "Budgeting and Financial Issues for Elected Officials"

Walhalla

- Continued to work with the city in the administrative tasks for a CDBG grant for Phase 2 of the Chicopee Mill Water Project; also worked with the city on the administration of the ARC-funded Downtown Improvements/Streetscape Project



**For every
dollar
invested
by Oconee
County in
2014,
ACOG
programs
generated
\$44.**

- Provided staffing to assist with the development of an update to the Comprehensive Plan

Westminster

- Assisted the town in submitting an ARC application for water system improvements in the Highway 76 portion of the service area

West Union

- Worked with the town to submit an ARC pre-application for water line improvements to serve the Highway 11 / Neville Street area

Workforce Training	\$ 571,890
Services to Seniors	\$ 587,176
Transit Services	\$ 81,500
Total Funding into Oconee County 2014	\$ 1,240,566
County's Annual Contribution to ACOG	\$ 27,951

PICKENS COUNTY

A Glimpse at 2014



- Contracted for \$361,594 in services for older adults in Pickens County, thereby providing home-delivered meals, congregate meals, transportation, health promotion, legal assistance, and home care; the contractor provided 107,090 units of service to 250 older adults; ACOG also worked with transportation providers to assist 125 clients with transportation, at a cost of \$103,626; also assisted 56 clients throughout Anderson, Pickens and Greenville Counties with minor home repairs totaling \$32,431.
- Maintained www.scupslateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Pickens County.
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments and special purpose districts.
- Worked with the county and the Easley Central Water District on the development of a CDBG application to undertake water improvements in the Catachee Village community; also assisted the Public Service Commission with submission of two pre-applications for ARC funds to undertake sewer system improvements, including the extension of sewer service to serve the Highway 123 / Ruhannah Road Interchange and a project to close the stockade treatment plant and pump to the City of Pickens' treatment facility.
- Worked with Alliance Pickens staff on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects.
- Maintained *InfoMentum-Online*, the online, interactive mapping and research tool utilized by Alliance Pickens to assist in industry retention and recruitment and the SC Small Business Development Center to assist small business owners; upgrades/updates included: the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool; development of a mobile app; and development of a custom-branded, public-facing property search website for marketing Pickens County's available industrial properties.
- WorkLink collaborated with multiple entities in Anderson, Oconee and Pickens Counties to offer the Business and Industry Showcase and multiple job fairs to connect companies and employees and ensure that job seekers have the skills they need to find employment.

Services to Seniors	\$ 361,594
Federal Direct Grants	\$ 1,062,175
Workforce Training	\$ 894,058
Transit Services	\$ 36,500
Total Funding into Pickens County 2014	\$ 2,354,327
County's Annual Contribution to ACOG	\$ 45,593

PICKENS COUNTY MUNICIPALITIES

2014 Highlights

All Municipalities

- Facilitated and hosted a live quarterly broadcast from the South Carolina Municipal Association on "Budgeting and Financial Issues for Elected Officials"

Central

- Provided technical assistance in general municipal administration, in the areas of training, finance, management and personnel
- Continued the administrative tasks for the CDBG-funded James Circle Water Project, which has been completed and closed out; also assisted with submission of an ARC application to improve Clayton Street and its intersection with Highway 93 at the entrance of Southern Wesleyan University

Easley

- Facilitated a council planning retreat for the city. Provided a forum for council to review goals and establish budget objectives for the new fiscal year; also developed a "paid time off" (PTO) policy and began development of a revised personnel policy; also provided pay table assistance to the city's fire department
- Worked with the city and Easley Combined Utilities on the development of a CDBG application to upgrade power lines in the West End area of town; a grant award of \$719,475 has been issued, and the project is out to bid.

Liberty

- Continued the administration of the CDBG grant for the Woodside Sewer Project; also continued the administration of the \$500,000 CDBG grant for the streetscape project on Commerce Street

Norris

- Assisted with the submission of a CDBG application to purchase a new fire truck; a grant award of \$342,780 was issued in November.

Pickens

- Continued administration of grant-funded projects, including Phase 2 of a Village Renaissance Project and the Town Creek Park Project; also assisted the city with the submission of an ARC application to renovate the auditorium of the Haygood Community Center
- Provided technical assistance in general municipal administration, in the areas of training, finance, management and personnel; also conducted training in the area of customer service
- Provided staffing to the city's Planning Commission, Zoning Board of Appeals, and Board of Architectural Review along with staff support in the administration of the City's Zoning Ordinance
- Assisted the city with the development on an "Entrepreneur Friendly Toolkit" for prospective businesses; Staff worked with a wide range of stakeholders to identify several measures the city could take to make themselves more business friendly.

Six Mile

- Provided technical assistance to the town in general municipal administration, in the areas of training, finance, management and personnel

For every dollar that Pickens County invested in ACOG during 2014, \$52 were returned to the County.

SPARTANBURG COUNTY

A Glimpse at 2014



- Approved \$501,210 in loans to support local, small, entrepreneurial, and expanding businesses; thereby leveraging another \$751,815 in private capital investment
- Contracted for \$392,093 in services for older adults in Spartanburg County; thereby providing home-delivered meals, congregate meals, home care, minor home repair, health promotion, transportation, and legal assistance; the contractor provided 142,150 units of service to 506 older adults; also maintained www.scupstateadrc.org, which provides valuable information and tools for aging and disabled citizens, their caregivers, and service providers in Spartanburg County
- Conducted a seven-week basic management/supervisory training program for lower-level and first-time supervisors with local governments and special purpose districts; also provided varied technical assistance to special purpose districts in the areas of training, computers, management and/or personnel; also assisted the Poplar Springs Fire Department with Fair Labor Standard Act (FLSA) issues
- Worked with SJWD Water District to submit an application to EDA for \$2 million to upgrade the water treatment plant; this project received approval, and a grant award for \$2 million was issued.
- Worked with staff of the Spartanburg Economic Futures Group on a routine basis to provide technical GIS support by phone and customized research and mapping services in response to RFIs from industry prospects; also provided research and mapping assistance to the Upstate SC Alliance for economic development marketing activities in Spartanburg County; maintained the socio-economic data tables for the UA website, highlighting Spartanburg County and the region
- Maintained *InfoMentum Online*, the online, interactive mapping and research tool utilized by the Spartanburg Economic Futures Group to assist in industry retention and recruitment and the SC Small Business Development Center to assist small business owners; upgrades/updates included: the synchronization of *InfoMentum* with the South Carolina Department of Commerce *LocateSC* industrial marketing tool; development of a mobile app; and development of a custom-branded, public-facing property search website for marketing Spartanburg County's available industrial properties
- Worked with Spartanburg County to initiate a planning discussion within the Enoree and Tyger Basins to address wastewater treatment services and future regional sewer service areas; Efforts included collecting input from a wide range of stakeholders to establish future service area recommendations that will be considered by providers and County Council in the future.
- Served on a taskforce that is exploring potential improvements along the US 29 corridor between Greenville, Greer, and Spartanburg; the taskforce identified development of park-and-ride lots to promote car pooling and improving coordination of signals along the corridor as projects to be funded and implemented with current funding; the taskforce has also worked to identify potential opportunities for transit expansion along the corridor

Services to Seniors	\$ 392,093
Small Business and Entrepreneurial Loan Program	\$ 501,210
Private Capital Resulting from Loans	\$ 751,815
Federal Direct Grants	\$ 2,000,000
Transit Services	\$ 200,640
Total Funding into Spartanburg County 2014	\$ 3,845,758
Annual Contribution to ACOG	\$ 111,436

SPARTANBURG COUNTY MUNICIPALITIES

2014 Highlights

All Municipalities

- Facilitated and hosted a live quarterly broadcast from the South Carolina Municipal Association on "Budgeting and Financial Issues for Elected Officials"; also provided varied technical assistance in the areas of training, computers, management and/or personnel.

Campobello

- Provided training in the area of sexual harassment to the Inman/Campobello Fire Department.

Duncan

- Served as a "roving administrator" for the town; also worked with Upstate Forever on a highway beautification / trailways project.

Inman

- Provided training in the area of sexual harassment to the Inman/Campobello Fire Department; also served as a "roving administrator" for the city.

Landrum

- Conducted a goal-setting retreat for the city.

Lyman

- Continued the administration of the \$500,000 CDBG grant for the Lyman Mill Village Sewer Project.

Pacolet

- Assisted with annexation issue and amendments to zoning ordinance; also assisted with a development agreement and amendment to the Comprehensive Plan; also revised the town's employee handbook and met with council to discuss changes.
- Continued to assist the town with their ARC-funded Pacolet River Gateway Project; also worked with the town on the submission of an ARC application for the Main Street sewer project, which has received a grant award in the amount of \$31,736.

Reidville

- Conducted board training for the Reidville Fire Department.

Woodruff

- Completed a re-write of job descriptions, along with a "comp and class" study; also conducted a goal-setting retreat.

For every dollar that Spartanburg County invested in ACOG during 2014, \$35 were returned to the County.

Meet the Board 2015

The Board and Staff of the Appalachian Council of Governments looks forward to a productive 2015. These are challenging times for many local governments and other public agencies. Please contact us if we can help in any way.

Anderson County

Sen. William "Billy" O'Dell
Mack Durham
Dennis Claramunt

Ted Mattison
Mayor Terence Roberts
Rick Laughridge

Francis Crowder

Cherokee County

Rep. Dennis C. Moss
Ed Elliott

Rufus Foster, Jr.
Dennis Stroupe

David Cauthen

Greenville County

Lottie Gibson
Joe Dill
Gaye Sprague

Lillian Brock Flemming
Mayor Perry Eichor
Don Godbey

Butch Kirven
Rev. Grady Butler
Willis Meadows

Oconee County

Sen. Thomas C. Alexander
Bob Winchester

Reg Dexter
Bennie Cunningham

Bill Brockington

Pickens County

G. Neil Smith
Mayor Larry Bagwell

Ensley Feemster

Margaret Thompson

Spartanburg County

Rep. Mike Forrester
Jane Hall
Charles "Chet" Morris, Jr.
Mayor Elaine Harris

Roger Nutt
Mayor Junie White
Elbert S. Tillerson, Sr.

Justin Bradley
Jan Scalisi
Loretta Smith

Regional Members

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-09

AN ORDINANCE AMENDING SECTION 12-34 OF ARTICLE II OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING NOISE REGULATIONS OF THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30(16.2) of the South Carolina Code, 1976, as amended, among other sources, to establish noise regulations in the unincorporated areas of the County; and,

WHEREAS, Article II of Chapter 12 of the Code of Ordinances contains terms, provisions and procedures applicable to noise regulations in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Article II of Chapter 12 of the Code of Ordinances to revise the County’s noise regulations, and, specifically, but without limitation, to clarify the application and scope of the exceptions to such regulations in order to take into account the evolving needs of industrial development and operation, including the rapid technological and operational advances that allow companies to design and build facilities and their related operations that ensure increased operational efficiencies, and to ensure that the County maintains its competitive edge when recruiting new industry and when working with existing industry; and

WHEREAS, County Council has therefore determined to modify Article II of Chapter 12 of the Code of Ordinances, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 12-34 of Article II of Chapter 12 of the Code of Ordinances, entitled *Exceptions*, is hereby revised, rewritten, and amended to read as set forth in Attachment A,

which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the Attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior acts, actions, or decisions of the County or County Council, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall,
Chairman, Oconee County Council

First Reading: February 24, 2015
Second Reading: March 3, 2015
Third Reading: _____
Public Hearing: _____

Attachment A

Sec. 12-34. – Exceptions.

(a)

This article does not apply to noise emanating from industrial, warehouse, distribution and manufacturing activities and facilities and operations related thereto, governmental activities, airports and aircraft, railways, emergency signal devices, firearms discharges as a result of lawful game hunting, agricultural activities, parades, carnivals, school band practice or performances, and school or government sponsored athletic events.

(b)

Additionally, this article does not apply to noise between the hours of 7:00 a.m. and 10:00 p.m. which emanates from lawn and yard maintenance activities, tree harvesting or clearing, or explosives for construction and land clearing.

(c)

Additionally, this article does not apply to any racing automobile equipped with and using a certified automotive racing muffler system, or to any automobile racing facility, at which all participating automobiles are using such a certified automotive racing muffler system, all between the hours of 10:00 a.m. and 11:30 p.m. local time, Monday through Saturday only.

(d)

Additionally, this article does not apply to trucking and railroad operations related to or arising out of industrial, warehouse, distribution or manufacturing activities and facilities, which are lawfully established and operated in the County, in the normal course of business of such activities and facilities, regardless of whether the trucks and rail operations are owned or operated by the industrial, warehouse, distribution or manufacturing entities, activities, and facilities, or by independent third party trucking or rail firms serving such entities, activities and facilities, as long as such trucking and rail operations are otherwise conducted in accordance with the laws and regulations of the State of South Carolina and the federal government .

(e)

Any lawful business operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article shall have six months from the date of the ordinance from which this article derives to come into compliance with this article.

(f)

Any lawful business or activity operating as of the date of this article that is not in compliance with this article and does not fall under exceptions set out in this article will nevertheless be considered to be in compliance with this article if such lawful business or activity has existed or occurred on or at its present location and made noise that is not in compliance with this article prior to the complaining party moving to an area that is affected by the noise. This exception shall not apply to the nuisance described in section 12-33(10), which has its own exception, herein.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015-11

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY AND BORG WARNER TORQ TRANSFER SYSTEMS INC., WHEREBY OCONEE COUNTY WILL ENTER INTO AN AMENDED AND RESTATED FEE-IN-LIEU OF TAX ARRANGEMENT WITH BORG WARNER TORQ TRANSFER SYSTEMS INC. AND PROVIDING FOR PAYMENT BY BORG WARNER TORQ TRANSFER SYSTEMS INC. OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") would like to enter into an Amended and Restated Fee-in-Lieu of Tax Agreement with Borg Warner Torq Transfer Systems Inc., (the "Company") as the company has expressed its intent to the County to expand its capital investment in Oconee County and hire additional full time employees in Oconee County, in connection with various projects; and

WHEREAS, the County entered into that certain Fee-in-Lieu of Tax Agreement with the Company on April 1, 2012 whereby the Company proposed to engage in a manufacturing business and acquired a manufacturing project; and

WHEREAS, the Company has expanded, and proposes to further expand, its manufacturing operations in the County; and

WHEREAS, as a result of the Company's expansion of its manufacturing operations in the County, the Company has requested that the County enter into an Amended and Restated Fee-in-Lieu of Tax Agreement in an effort to encompass the terms surrounding both that certain original Fee-in-Lieu of Tax Agreement by and between the County and the Company dated as of April 1, 2012 as well as subsequent expansions and currently contemplated expansions in the County; and

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payments-in-lieu of taxes ("Negotiated FILOT Payments") for a project qualifying under the FILOT Act; and

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "MCIP Act") to provide for payments-in-lieu of taxes ("PILOT Payments") with respect to property located in a multi-county business or industrial park created under the MCIP Act; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company proposes to expand its facility in the County by acquiring, constructing, equipping and furnishing machinery, equipment and other personal property (the "Negotiated FILOT Project") which the Company has represented will consist of additional capital investment and employment for new, full time employees; and

WHEREAS, the Negotiated FILOT Project is located entirely within the County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the "Incentives"); and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives;

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council's investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as

required, County Council hereby finds that:

- (a) the Negotiated FILOT Project constitutes a "project" as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will continue to serve the purposes of the FILOT Act;
- (c) the Negotiated FILOT Project will be located entirely within the County;
- (d) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (e) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (f) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (g) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (h) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Amended and Restated Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the qualifying Negotiated FILOT Project is designated as "economic development property" under the FILOT Act and there is hereby authorized an amended and restated fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 6% assessment ratio and a millage of rate of 204.3 for the Initial Project, 215 for Phase B and 215 for Phase C; all as more fully set forth in the Amended and Restated Fee-in-Lieu of Tax Agreement by and between the County and the Company (the "**FILOT Agreement**").

Section 4. Execution of the FILOT Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and is hereby approved, together with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute

conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 5. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 6. Allocation of MCIP FILOT Revenues. (a) By separate ordinance (the “**MCIP Ordinance**”) of the County Council, the County, in cooperation with _____ County the “**Partner County**”), shall designate the site(s) of the Negotiated FILOT Project as a multi-county park (“MCIP”) pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of the Agreement for the Establishment of Multi-County Industrial/Business Park (the “**MCIP Agreement**”). In the FILOT Agreement, the County will agree to maintain such designation for a term of at least 30 years for all phases.

(b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for thirty (30) years, commencing the first year in which property that is a part of the Negotiated FILOT Project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes revenue generated by the Negotiated FILOT Project in the MCIP and payable to the County in accordance with the terms of the MCIP Agreement (the “**MCP FILOT**”), after deducting any amounts distributed to the Partner County, and any amounts due to the Company as a credit in accordance with the FILOT Agreement will be distributed as follows:

- (1) To the County and the other overlapping taxing entities levying taxes at the Negotiated FILOT Project site, in the same manner as set forth in greater detail in the ordinance authorizing the MCIP Agreement.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall
Chair, Oconee County Council
Oconee County, South Carolina

ATTEST:

Elizabeth Hulse
Clerk to Council, Oconee County Council
Oconee County, South Carolina

First Reading: February 4, 2015
Second Reading: March 3, 2015
Public Hearing: _____, 2015
Third Reading: _____, 2015

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: March 3, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Second Reading of Ordinance 2015-13 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MOLD AND INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT; EXTENDING THE TERM OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK FOR THE PROJECT UNTIL DECEMBER 31, 2023; AND OTHER MATTERS RELATING THERETO"

First and final of Resolution R2015-04 "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MOLD, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT" & Inducement Agreement

BACKGROUND DESCRIPTION:

Ordinance 2015-13 puts into place an agreed upon "fee-in-lieu" (FILOT) tax agreement between the company and the County.

Resolution R2015-04 puts into place an inducement agreement for the project.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

N/A

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / **No**

If yes, who is matching and how much:

Approved by: Grants

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2015-13 on second reading and approve Resolution R2015-04 on 1st and final reading.

Submitted or Prepared By:



Approved for Submittal to Council:

Department Head/Elected Official

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-13**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MOLD AND INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT; EXTENDING THE TERM OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK FOR THE PROJECT UNTIL DECEMBER 31, 2023; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Mold, a company duly organized under the laws of the State of North Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility for the purpose of the manufacturing plastic molded products in which the minimum level of taxable investment is not less than Five Million Dollars (\$5,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that

the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on March 3, 2015, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project is located in an existing joint county industrial and business park (the "Park") with Pickens County created by a joint county industrial and business park agreement with Pickens County originally dated May 4, 1998 and amended from time to time (the "Park Agreement"), and subsequently amended on April 4, 2000 (the "Third Amendment") to include the Project;

WHEREAS, pursuant to the terms of the Third Amendment to the Park Agreement dated April 4, 2000, the Park would expire on December 31, 2020 and would not continue through the term of the Fee Agreement; and

WHEREAS, the County, subject to the Agreement of Pickens County, will amend the Park Agreement ("Sixth Amendment") so as to extend the term of the Park to December 31, 2023 but only for the Project Mold property (which includes the Project); and

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing natural gas vehicle components and products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Additionally, the term of the Park Agreement covering that portion of the Park constituting or containing the Project shall be extended until December 31, 2023.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement and the Sixth Amendment to the Park Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Sixth Amendment to the Park Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the Sixth Amendment to the Park Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement and the Sixth Amendment to the Park Agreement to be delivered to the Company. The Fee Agreement and the Sixth Amendment to the Park Agreement will be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and the Sixth Amendment to the Park Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the Sixth Amendment to the Park Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Sixth Amendment to the Park Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this 17th day of March 2015

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 17, 2015
Second Reading: March 3, 2015
Public Hearing: March 17, 2015
Third Reading: March 17, 2015

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: March 3, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2015-14 "AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO " [2015-SUB01]

BACKGROUND DESCRIPTION:

The proposed ordinance, 2015-14 (2015 SUB01), stems from a subsequent rezoning request submitted by KEO Partners LLC. The request consists of a portion of a parcel totaling 38.2 acres at the end of Melton Rd in West Union. The parcel is located in the residential area on the Future Land Use Map and is currently zoned in the Residential District and Traditional Rural District. As submitted, the portion of parcel 177-00-02-011, currently in the Traditional Rural District, would be rezoned into the Residential District. Below is the section from the Zoning Enabling Ordinance that details subsequent requests:

Sec. 38-8.6. - Subsequent rezoning.

- (a) Subsequent to the initial change of zoning of any parcel or group of parcels following adoption of these regulations, any individual property owner may make application for rezoning of a parcel(s). All such rezonings shall be subject to the standards set forth in these regulations and South Carolina Code of Laws, 1976, as amended.
- (b) Notwithstanding any effort to accomplish a prior rezoning, county council may at any time rezone a parcel or group of parcels pursuant to the goals established in the Oconee County Comprehensive Plan.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None.

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS

Maps of current zoning, rezoning proposal as submitted, location on the Future Land Use Map & Ord. 2015-14.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council [1] take first reading of Ordinance 2015-14, and [2] refer the matter to the Planning Commission for the required review.

Submitted or Prepared By:

Department Head/Elected Official

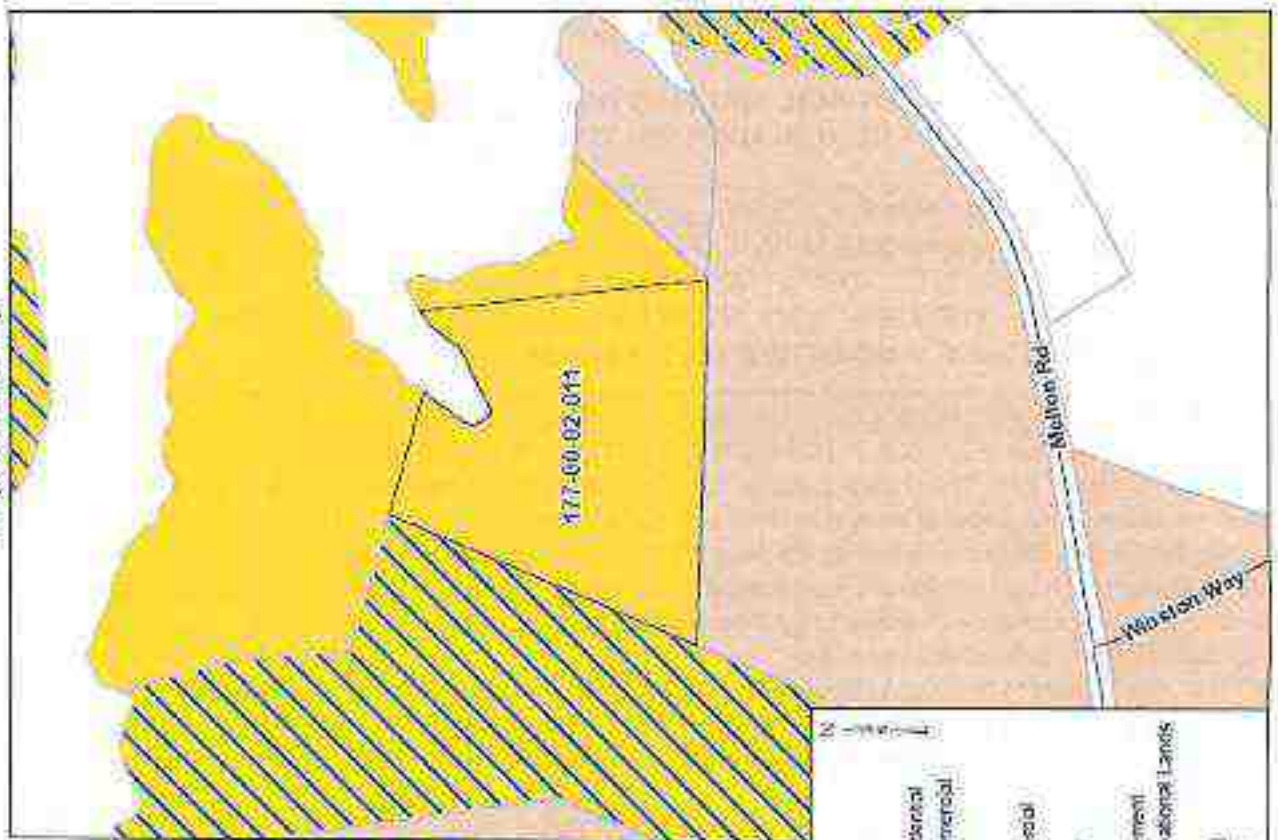
Approved for Submittal to Council:


T. Scott Moulder, County Administrator

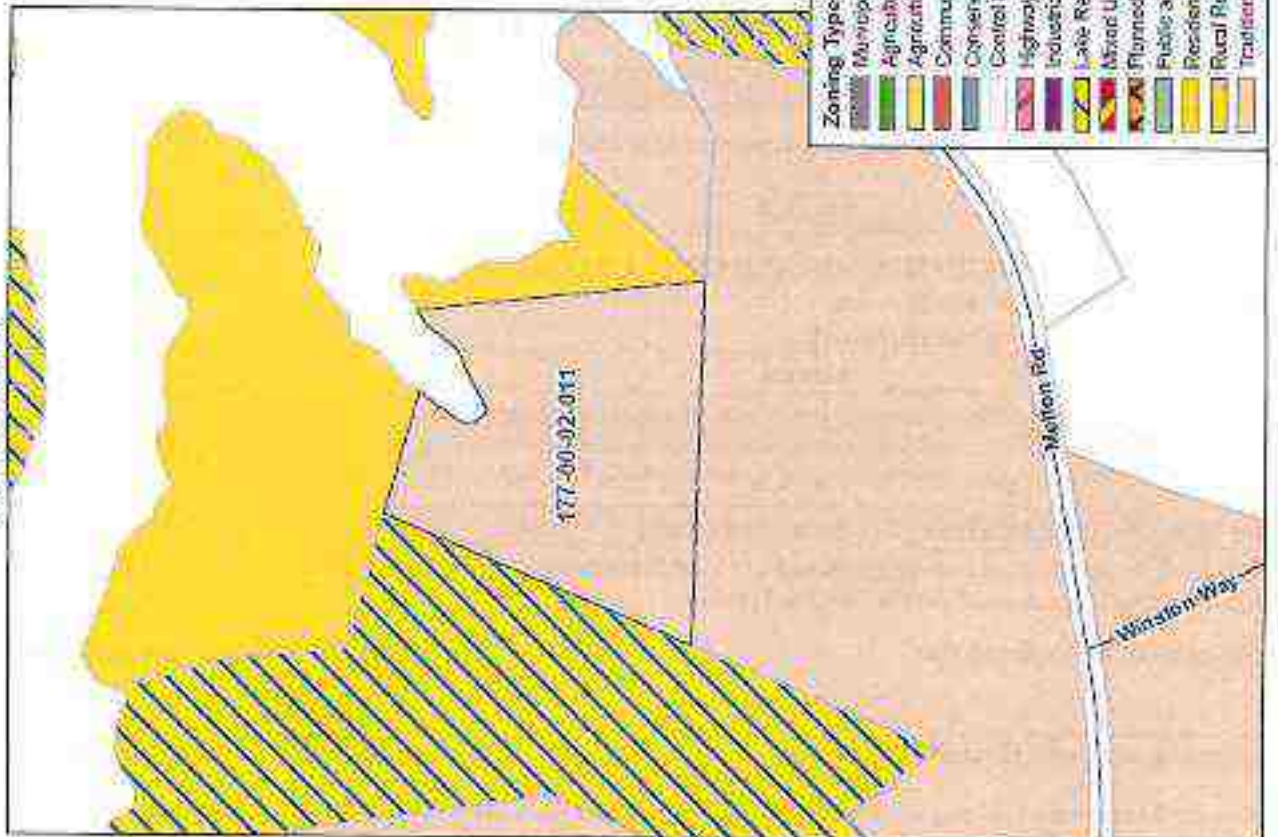
Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

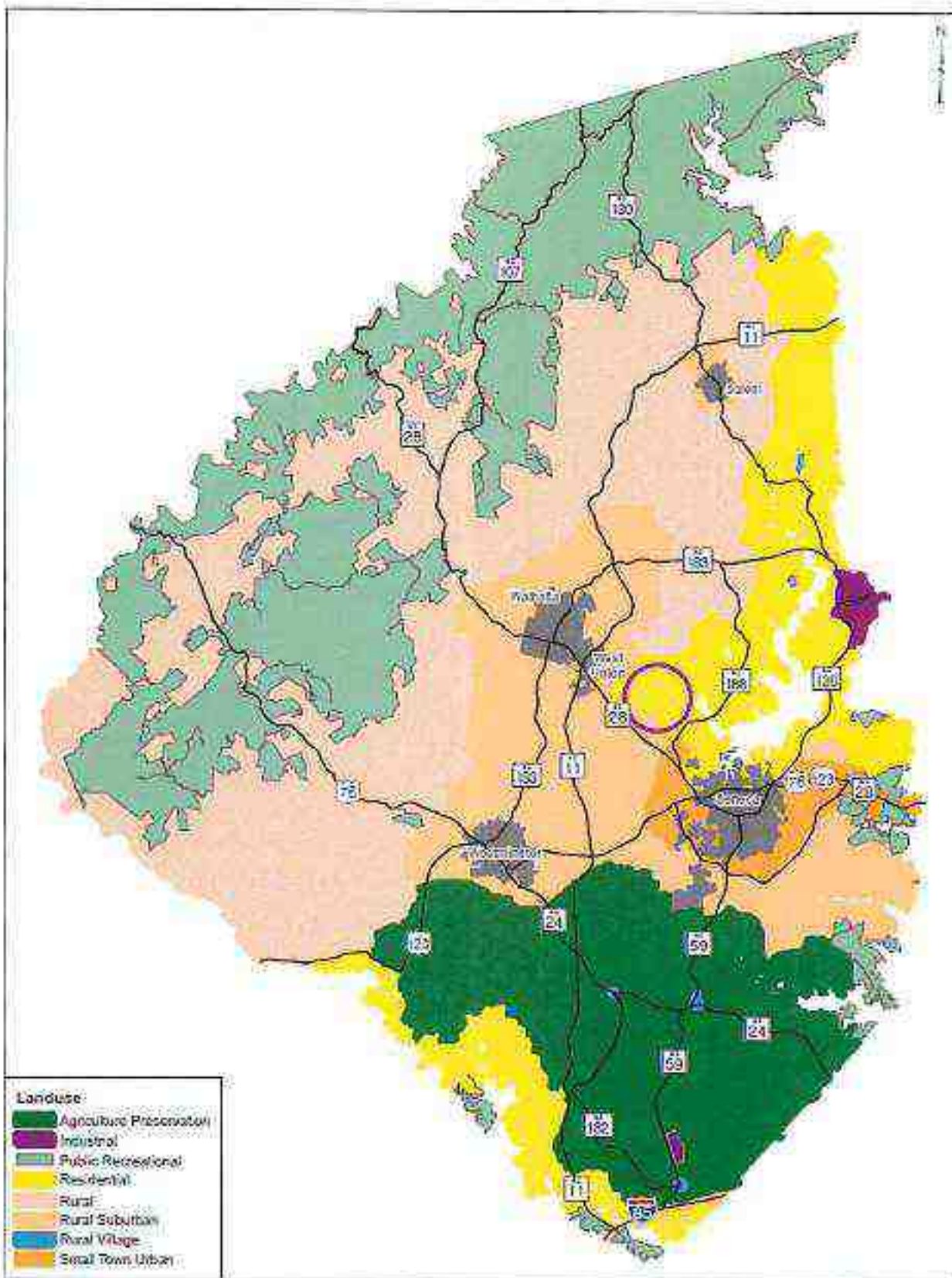
Proposed Zoning



Current Zoning



*Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.
A calendar with due dates marked may be obtained from the Clerk to Council.*



Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-14**

AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:
 - A. The following portion of a parcel, listed below, previously zoned in the Traditional Rural District (TRD), and duly identified on the Official Zoning Map to be in the Traditional Rural District, is hereby rezoned, and shall be in the Residential District (RD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

177-00-02-011 p/o

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2015.

OCONEE COUNTY, SOUTH CAROLINA

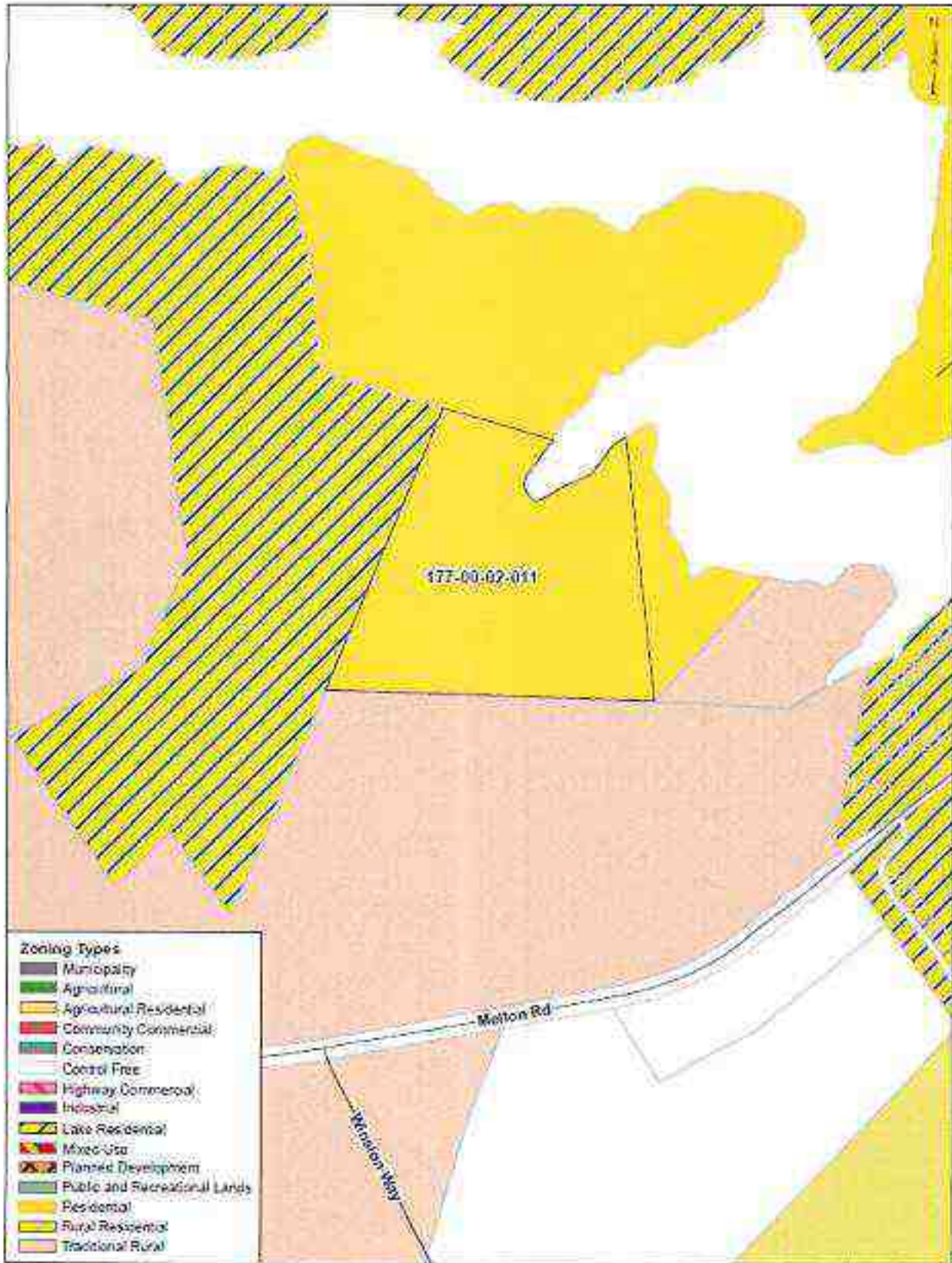
By: _____
Wayne McCall, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading:
Second Reading:
Public Hearing:
Third Reading:

APPENDIX A
Parcels Rezoned by Ordinance 2015-14



**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-04**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT MOLD, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN FIVE MILLION DOLLARS (\$5,000,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Mold, (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Mold) pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparatus, and equipment, for the purpose of manufacturing plastic molded products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Project is located in a multi-county industrial/business park with Pickens County originally dated May 4, 1998, and amended from time to time pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park"); and

WHEREAS, the County agrees to use its best good faith efforts to amend the Park so as to extend the term of the Park to December 31, 2023; and

WHEREAS, the County is authorized by the Act to execute such agreements, as defined in the Act, with respect to such Project; and

WHEREAS, the County has determined that the Project would benefit the general public

welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than \$5,000,000 in qualifying fee in lieu of tax investment by the end of the fifth (5th) year after the year of execution of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.

Done in meeting duly assembled this 3rd day of March 2015.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Mold (the "Company"), a corporation duly organized under the laws of State of North Carolina.

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and machinery and equipment to be used for the purpose of manufacturing plastic molded products (the "Project") in the County. The Project will involve an investment of at least Five Million Dollars (\$5,000,000) in new, taxable (fee in lieu of tax) investment within the meaning of the Act, occurring by the end of the fifth (5th) year following the year of execution of a fee in lieu of tax agreement pursuant to the Act, by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through (i) the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act, (ii) retaining the site of the Project in the existing multi-county industrial park between the County and Pickens County, South Carolina by amending the County's existing multi-county industrial park (the "Park"), originally dated as of May 4, 1998, as amended from time to time, so as to extend the term of the Park for the Project site to December 31, 2023 pursuant to the provisions of Section 4-1-170, et seq., of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act"), as set forth herein, all so as to keep the Project site within a multi-county park at all times during the anticipated period of expanding employment.

(d) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

ARTICLE II

UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a capital expenditure of not less than \$5,000,000 in new, taxable property occurring by the end of the fifth (5th) year following the year of execution of the Fee Agreement. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act (without extension), at the time of execution of the Fee Agreement. Thus, the Company shall be allowed and required to invest under and pursuant to the Fee Agreement not less than \$5,000,000 in qualifying fee in lieu of tax investment in the Project by the end of the fifth (5th) year after the year of execution of the Fee Agreement with such investment being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance

covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and the Park and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to thirty (30) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the cumulative, combined June 30, 2014 millage rate for the Project site (which the parties understand to be 215.0 mils), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$5,000,000 in qualifying fee in lieu of tax investment in the Project, with such investment

occurring by the end of the fifth (5th) year after the year of execution of the Fee Agreement, and maintain such investment, without regard to depreciation, in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

(g) The County has previously entered into a Park agreement with Pickens County and included the Project, and undeveloped land of the Company in such Park.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the cumulative, combined millage rate legally levied and applicable to the Project site on June 30, 2014, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

- (b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;
- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;
- (e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the County's attorney fees. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;
- (f) To invest not less than Five Million Dollars (\$5,000,000) in new taxable investment in the Project by the end of the fifth (5th) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2015 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the preparation and execution of this Agreement and the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Dated: March 3, 2015

Project Mold

By: _____
Its: _____

Date: